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DECISION



**THE COMPTROLLER GENERAL
OF THE UNITED STATES**
WASHINGTON, D.C. 20548

FILE:

B-197785

DATE: March 25, 1980

MATTER OF:

G. S. Hulsey Crushing, Inc.

[Protest of Forest Service Contract Award]
DIGEST:

Discrepancy between unit and extended prices in bid, where both prices are reasonable, is not apparent clerical mistake, and agency may not rely on bidder's explanation of discrepancy to correct bid, since bidder would not be low if unit price is adopted but would be low if extended price is used.

G. S. Hulsey Crushing, Inc. (Hulsey) protests the award to any other bidder of a contract to construct a timber sales road in Siskiyou National Forest, Oregon.

The Department of Agriculture, Forest Service, issued invitation for bids (IFB) No. R6-80-109 for the above project on January 7, 1980. The IFB listed many items of work and required bidders to insert a unit price and an extended bid price for each item, as well as a total amount bid.

Bid opening on February 7, 1980, revealed ten bids. The apparent low bidder, Tobros Construction, Inc. (Tobros), bid a total amount of \$159,200.65, while Hulsey was the second lowest bidder at \$159,872.85. However, the contracting officer discovered two discrepancies in Tobros' bid between unit and extended prices. (The protester objects to the Forest Service's treatment of only one of the discrepancies. Since that discrepancy is dispositive of the case, we will limit our discussion to it.) The discrepancy at issue consists of Tobros having bid a unit price of \$4.50 per cubic yard for the compaction of 3800 cubic yards of road, while listing an extended

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price of \$15,200.00. The extended price for 3800 cubic yards at \$4.50 per cubic yard should be \$17,100.00. The contracting officer contacted Tobros and requested an explanation of the discrepancy. Tobros explained that it intended its extended price to be \$15,200.00, and that the unit price was an error: the unit price should have been \$4.00 (obtained by dividing \$15,200.00 by the total yardage to be compacted).

The contracting officer reports that it is impossible to substantiate or deny the validity of Tobros' explanation. Tobros itself bid unit prices varying from \$4.00 to \$5.50 for the compaction of other roads within this project and there was a wide variance of compaction prices bid by other bidders. Nonetheless, it is the Forest Service's view that the Government may treat the discrepancy as an apparent clerical mistake under Federal Procurement Regulations (FPR) § 1-2.406-2, and correct the discrepancy to bring Tobros' unit price in line with the extended price and the total amount bid.

In order to invoke the provisions of FPR § 1-2.406-2, the mistake sought to be corrected must be obvious on the face of the bid, and the contracting officer must be able to ascertain the intended bid without the benefit of advice from the bidder. Ideker, Inc., B-194293, May 25, 1979, 79-1 CPD 379; Engle Acoustic & Tile, Inc., B-190467, January 27, 1978, 78-1 CPD 72. Correction of either the unit or extended price is permissible where the discrepancy admits to only one reasonable interpretation ascertainable from the face of the bid, or from reference to the Government estimate, the range of other bids, or the contracting officer's logic and experience. Ideker, supra. However, where both the unit and extended prices could have been reasonably intended -- as here--the contracting officer may not correct the alleged mistake. 51 Comp. Gen. 283, 287 (1971).

We see no basis upon which correction of Tobros' bid may be permitted. The protest is sustained.

Milton J. Aroskar

For the Comptroller General
of the United States